

REQUEST FOR PROPOSAL NO. – 203357

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **3:00 O'CLOCK P. M., FRIDAY, JANUARY 15, 2021.** **One (1) original and one (1) copy of the proposal are required.** Envelopes must be marked **"Request for Proposal 203357"** and show **Due Date and Time** to identify contents. "Request For Proposal" submittal letter must be signed and dated to submit a proposal for:

HOUSING & COMMUNITY SERVICES DEPARTMENT

Home Investment Partnership Program 2021-2022

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

Specifications for the sealed proposals are located online at <http://www.wichita.gov/Government/Departments/Housing/Pages/CommunityInvestments.aspx> and from the City Purchasing Office: <https://selfservice.wichita.gov/MSS/Vendors/default.aspx>

A **PRE-PROPOSAL CONFERENCE** Due to the ongoing pandemic conditions this meeting **will only be** held through **Microsoft Teams** on **Tuesday, January 5, 2021 at 3:00 pm.** Contact LBradshaw@wichita.gov by December 31, 2020 to RSVP and receive the link. The purpose of the meeting will be to answer questions from vendors regarding the specifications and proposal procedure.

Sealed proposals shall be submitted electronically and received in the office of the City Purchasing Manager prior to 3:00 o'clock p.m., Friday, January 15, 2021.

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316)268-4636.

Dated at Wichita, Kansas, on the 14th day of December, 2020.

Melinda A. Walker
Purchasing Manager

ATTENTION

A PRE-PROPOSAL CONFERENCE

Due to the ongoing pandemic conditions this meeting will only be held through **Microsoft Teams** on **Tuesday, January 5, 2021 at 3:00 pm.** Contact LBradshaw@wichita.gov by December 31, 2020 to RSVP and receive the link.

3:00 P. M.

ON

TUESDAY, JANUARY 5, 2021

THE PURPOSE OF THE MEETING WILL BE TO REVIEW
REQUIREMENTS AND SPECIFICATIONS
CONTAINED IN THIS PROPOSAL PACKAGE AND TO CORRECT
ANY ERRORS OR TO MAKE ANY NECESSARY CHANGES.

* * * * *

EXHIBIT A
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption.

City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data

furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act, and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin, ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the City cumulatively total \$5,000 or less during the City's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this Exhibit is incorporated.



Home Investment Partnership Program

2021-2022

Funding Application

CHDO Set-Aside

203357

City of Wichita, Kansas
HOME INVESTMENT PARTNERSHIP PROGRAM
Funding Application
Information and Instructions

July 1, 2021 - June 30, 2022

The City of Wichita is requesting applications from City-certified, qualified non-profit Community Housing Development Organizations for the development of housing with estimated funding for the 2021-2022 program year as follows:

- Home Investment Partnership (HOME): Housing Development Assistance. (Note: All HOME funds must be used in the Neighborhood Revitalization Area or Local Investment Areas, or Redevelopment Incentives Area for housing activities.) - \$300,000 Maximum funding to be made available to any one agency will be \$200,000.

Where To Obtain Funding Application: Attached, or you may visit our office or website to obtain an application.

A request for proposal is attached. The RFP is also available at the Housing & Community Services Department office or online at <http://www.wichita.gov/Government/Departments/Housing/Pages/CommunityInvestments.aspx> and from the City Purchasing Office:

Finance Department/Office of Purchasing – City Hall, 12th Floor
455 N. Main – Wichita, KS 67202
(<https://selfservice.wichita.gov/MSS/Vendors/default.aspx>)

Staff will hold a pre-proposal conference via Microsoft Teams on:

Tuesday, January 5, 2019 at 3:00 PM
via Microsoft Teams

If you would like to attend the pre-proposal conference, please contact lbradshaw@wichita.gov by December 31, 2020 to RSVP and receive the Microsoft Teams link. At that time, information will be provided about the programs, regulations, development and submission of applications. Proposers are strongly encouraged to attend this pre-proposal conference for clarification of the RFP components and to obtain answers to questions regarding the RFP. Proposers may also call the Community Investments Division at 462-3734 for additional information regarding the proposal and/or the pre-proposal conference.

- **APPLICATION DEADLINE: No later than 3:00 p.m., Friday, January 15, 2021 to the Purchasing Department, 455 N. Main, 12th Floor, Wichita, KS 67202**
- **Submit PDF and Word of the application package by email no later than 3:00 p.m., Friday, January 15, 2021 via email to:**
Chaislett@wichita.gov
&
WHA@wichita.gov

Applications received after the deadline will not be considered for funding.

Final allocations will not be available from the U.S. Department of Housing and Urban Development until first quarter 2021.

GENERAL ELIGIBILITY CRITERIA

HOME Investment Partnerships: Only City-recognized Community Housing Development Organizations (CHDOs) can apply for these funds. A CHDO is a community-based service organization that has, or intends to retain, staff with the capacity to develop affordable housing in the City's Neighborhood Revitalization Area (NRA) and/or Local Investment Areas (LIA), and/or Redevelopment Incentives Area (RIA)

A CHDO must be a not-for-profit corporation in good standing with a 501(c)(3) or (c)(4) IRS tax-exempt ruling, with documentation on file with the Kansas Secretary of State.

A CHDO must be free of external controls, either from public or for-profit interests. A CHDO must have its own staff and must be capable of engaging in the housing development activity it intends to pursue with HOME funds. In addition, the CHDO's board structure must be in compliance HOME Program regulations.

Applications must be fully completed (see evaluation criteria).

Attachments:

Exhibit 1: Federal Income Limits Table

Exhibit 2: Neighborhood Revitalization Area and Redevelopment Incentives Area Map

Exhibit 3: Summary of Program Outcome Model

PROGRAM ENVIRONMENTAL REVIEW CONDITIONS

No HUD funds or other funds may be committed to the project until the applicant has secured from the City, environmental approval as provided in HUD regulation 24 CFR Part 58. Further, pending this environmental approval and pursuant to 24 CFR Part 58.22, no participant in the development process, including contractors, may undertake an activity if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

DISCRIMINATION PROHIBITED

No recipient or proposed recipient of any funds, services or other assistance under the provisions of this application or any program related to this application shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this application process on the grounds of race, color, national origin, ancestry, religion, physical handicap, gender or age. (Reference Title VI of the Civil Rights Act of 1964 [Pub. L. 88-352]). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Applicant receiving funds pursuant to this application.

ELIGIBLE ACTIVITIES

A CHDO acting as developer, sponsor and/or owner of housing, must undertake development of affordable housing for single-family homeownership, within the City's identified Neighborhood Revitalization Area. Eligible costs include construction/reconstruction, real property acquisition, site improvement and demolition. Other expenses include financial costs, relocation expenses of any displaced persons, businesses, or organizations.

Forms of assistance: The City of Wichita may invest HOME funds as equity investments, interest-bearing and non-interest-bearing loans or advances, interest subsidies, deferred payment loans, or grants. The City reserves the right to establish the terms of assistance based on the needs of the individual project.

Minimum Amount of Assistance: The minimum amount of HOME funds that must be invested in a project is \$1,000 times the number of HOME-assisted units in the project. The HOME Program also has maximum rent amounts, minimum years the project must be affordable, and maximum HOME investment amounts.

Participant Eligibility: Each HOME funded activity requires information on family size and income to ensure that participant family income does not exceed the 80% of median income level, as described in Exhibit 2.

Construction Requirements: Homes constructed with HOME funds must meet current City building code requirements and Energy Star version 3.0 requirements. Homes must also be constructed with active radon remediation systems.

FUNDING DECISIONS

The City Council has appointed a Grants Review Committee made up of representatives of business, nonprofit organizations, and neighborhood groups, to evaluate proposals and/or applications and make recommendations to the City Manager. The City Manager will consider Grants Review Committee recommendation in preparing a final recommendation for City Council approval. The City Council will make the final determination as to which agencies/projects to fund for PY 2021-2022.

I N S T R U C T I O N S
2021-2022 HOME PROGRAM
FUNDING APPLICATION

Matching Funds – Include the source(s) and the total amount of matching funds. Also indicate whether the matching funds are Secured, Applied-For, or In-Kind.

- HOME funding applications should reflect HOME-eligible match as well as other funds to be utilized in financing the project.

Certification/Signature – Board Chairperson or Chief Executive Officer must sign and date the application.

Program Description – Provide a brief purpose, description, and targeted population of the program.

Timetable – Provide a timetable that includes dates of initiation and completion, with key dates and actions noted. (No funds can be committed or expended before July 1, 2021, at the earliest.)

Methods –Describe how the objective(s) will be accomplished, what activities will be undertaken to achieve the objective(s) and provide reasons for selecting these particular activities to meet the objectives.

Outcome Measures – Specify the projected outcome measures the program plans to achieve.

Outcome Measurements and Indicators – Provide a brief description of anticipated results in measurable terms stating the population to benefit and outcome measures. See Exhibit 3, Sample Program Outcome Model.

PROPOSAL EVALUATION

During the evaluation process, the City of Wichita reserves the right, where it may serve the City's best interest, to:

- Make an award on the basis of greatest benefit to the City and not necessarily on the lowest cost;
- Accept or reject any or all proposals submitted;
- Accept part or all of a specific proposal;
- Select a single vendor or more than one vendor to provide a specific service;
- Request additional information or clarifications from Proposers;
- Retain all proposals submitted; and
- Retain any ideas in a proposal regardless of whether that proposal is selected or not.

EVALUATION CRITERIA

Applications received after the deadline will not be considered for funding

City staff will determine if the applications meet the minimum threshold of information and reasonableness. Following are the criteria that staff will utilize for this step.

A. Mandatory Elements

The Applicant must:

1. Submit a complete application, including all required forms.
2. Be incorporated and licensed (if applicable) to practice the outlined scope of services in Kansas.
3. Have no conflict of interest with regard to any officer or employee of the companies involved, including the City of Wichita.
4. Adhere to the instructions of this Funding Application.
5. Have no external quality control, regulatory or licensing deficiencies and have a record of quality work.
6. Qualify as a CHDO.

Applications meeting the above threshold will be reviewed for content and quality according to the following criteria.

A. Approach

1. Proposed plan is adequate to fulfill the program requirements.
2. Proposal includes adequate staffing resources to fulfill the program requirements.
3. Outcome measures are included in the Application.

B. Technical Qualifications

The organization has:

1. Experience, capacity, and expertise, based on past projects, to fulfill the program requirements.
2. Professional staff has the knowledge, skills and abilities commensurate with the project needs.
3. Applicant has experience with federal and/or state programs.

C. Track Record

1. Commitment and use of prior year funding.
2. Ability and capacity to sell housing units produced, based on past experience.

D. Efficiency/Productivity in the Use of HOME funds

1. Number of housing units to be produced, in comparison to the funding requested.
2. Budgeted project costs are reasonable and appropriate.

During the evaluation process, the City of Wichita, through the Grants Review Committee, may request that one or all Applicants make an oral presentation. The Wichita City Council will select recipient organizations based on recommendations made by the Grants Review Committee and the City Manager.

Post-Award Conditions

Although the following documents do not have to be submitted with the proposal, prior to contract execution, the applicant must:

1. Submit an Equal Employment Opportunity/Affirmative Marketing Plan to the City for approval.
2. Provide a Certification that no funds provided pursuant to the contract will be used for lobbying pursuant to the February 26, 1990 Federal Register, New Restrictions on Lobbying: Interim Rules.
3. Provide a Corporate Resolution authorizing the CEO, Chair or Executive Director to enter into a contract with the City of Wichita.

In addition, the Applicant agrees to comply with:

4. Financial and administrative requirements set forth 2 CFR 200.
5. Provisions of 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, or 24 CFR Part 85, as applicable.

2021-2022 HOME FUNDING APPLICATION

CHECKLIST

- ☐ 2021-2022 HOME Funding Application (Pages 9-12)
- ☐ Form A - Schedule of Agency Positions
- ☐ Form B – Projected Outcome Measurements and Indicators
- ☐ Form C – Organizational Information
- ☐ Form D – Designation of Authorized Signatures for Proposed Program

ELIGIBLE CHDO STATUS:		<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
LEGAL AGENCY NAME:					
PROJECT NAME:					
ADDRESS:					
TELEPHONE:					
FAX:					
CONTACT PERSON(S):					
YEARS OPERATING:					

I hereby certify that the information provided in this application is true and correct and that no person(s) who exercise or have exercised any functions or responsibilities with respect to this activity, who are in a position to participate in a decision making process or gain inside information with regard to such activity, may obtain any financial interest or benefit from this assisted activity.

Board Chairperson or Chief Executive Officer

Date

HOME Program

Per-Unit Cost Statement

Per-unit cost: Statement should include all costs associated with the housing development project, regardless of the funding sources. The budget items may include, but should not be limited to, construction (hard) costs, soft costs (architectural, engineering, legal and appraisal fees, real estate taxes, insurance, all loan fees, building permits, relocation expenses, and consultant fees), as applicable. Provide copies of commitment letters for any financing already secured for the project. **Please note – Building Permit and Water/Sewer Tap and Plant Equity Fee Waivers are no longer available.**

Complete the following template in order to provide the information requested:

Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	
(B) Plus: Construction (Hard) Costs Including Demolition	
(C) Plus: Project Soft Costs (Loan Fees, Closing Costs, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable)	
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	
(G) Plus: Developer Fee (____%) of (F) (Developer Fee Limit is 10%)	
(H) Total Per-Unit Cost (F + G)	
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy, or site donations, <u>not</u> down payment assistance.)	
Project Subsidy Required, per unit (H – I – J)	

Number of Units to be Developed _____

Total Amount of Funding Requested (Number of Units to be Developed X Project Subsidy Required Per Unit) _____

HOME Program (continued)

1. Explain other Cash Match Contributions described in (J), and if this financing/funding is secured or applied-for:

- 12-

4. Describe other HOME-eligible matching funds that will be utilized in the project and amounts (examples would include Federal Home Loan Bank Affordable Housing Program funds available for down payment assistance loans or grants to end buyers):

5. Do you have project sites available or do you plan to acquire sites with HOME funding?

6. Have project sites been identified? If so, please list below:

FUNDING USE CATEGORY: Check the appropriate box that applies to your program and complete the corresponding funding forms pertaining to the Agency's application. (More than one may apply to your program.)

HOME ☐ Acquisition ☐ Directly Benefit Persons/Families With Incomes Of 80% Of
 ☐ New Construction Median Or Below
 ☐ Rehabilitation

PROGRAM DESCRIPTION: Why does the program exist? Please provide a brief description of the program and target population:

TIMETABLE/METHOD/OUTCOMES

TIMETABLE: Describe timetable for initiating and completing the project with key dates and action steps:

NOTE: No funds cannot be expended or committed before July 1, 2021.

METHODS: Describe how the desired objectives are to be accomplished. Include a specific explanation regarding the methods to be utilized to recruit homebuyers with the ability to qualify for long-term mortgage financing, and provide information related to the number of potential homebuyers currently in your "pipeline".

OUTCOME MEASURES: List and describe how outcomes will be evaluated and measured.

SCHEDULE OF AGENCY POSITIONS INVOLVED IN PROJECT

PROGRAM NAME: _____

Position Title*	Current Funding Source
GRAND TOTAL	

* If the position is Vacant = * If Full Time = 1 If Half Time = .50 If Quarter Time = .25

PROJECTED OUTCOME MEASUREMENTS AND INDICATORS

Identify the specific inputs, activities, outputs and outcomes in the following table:

Legal Agency Name: _____

Total Number of Program Participants: _____

Program Name: _____

Number Completing the Program: _____

Priority Level: _____

Inputs	Activities	Outputs	Outcomes

INSTRUCTIONS: *List all agency Board members, officers and their home address. Identify members by ethnicity and gender. Indicate if any Board member, officer, or staff member has a conflict of interest, including direct or indirect financial interest in the program. If yes, please submit a statement of explanation on a separate sheet.*

-18-

AUTHORIZED SIGNATURES FOR PROPOSED PROJECT, 2021-2022

AGENCY NAME: _____

PROGRAM NAME: _____

Authorized Signature:

(Signature) *(Date)*

(Print or Type Name) *(Title)*

2020 FEDERAL ADJUSTED INCOME LIMITS

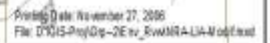
(Based on Area Median Income for Wichita, KS)

Family Size	EL 30% Median Income	LOW 50% Median Income	MODERATE 60% Median Income	MODERATE 80% Median Income
Individual	15,300	25,450	30,540	40,700
2 persons	17,450	29,050	34,860	46,500
3 persons	19,650	32,700	39,290	52,300
4 persons	21,800	36,300	43,560	58,100
5 persons	23,550	39,250	47,100	62,750
6 persons	25,300	42,150	50,580	67,400
7 persons	27,050	45,050	54,060	72,050
8 persons	28,800	47,950	57,540	76,700

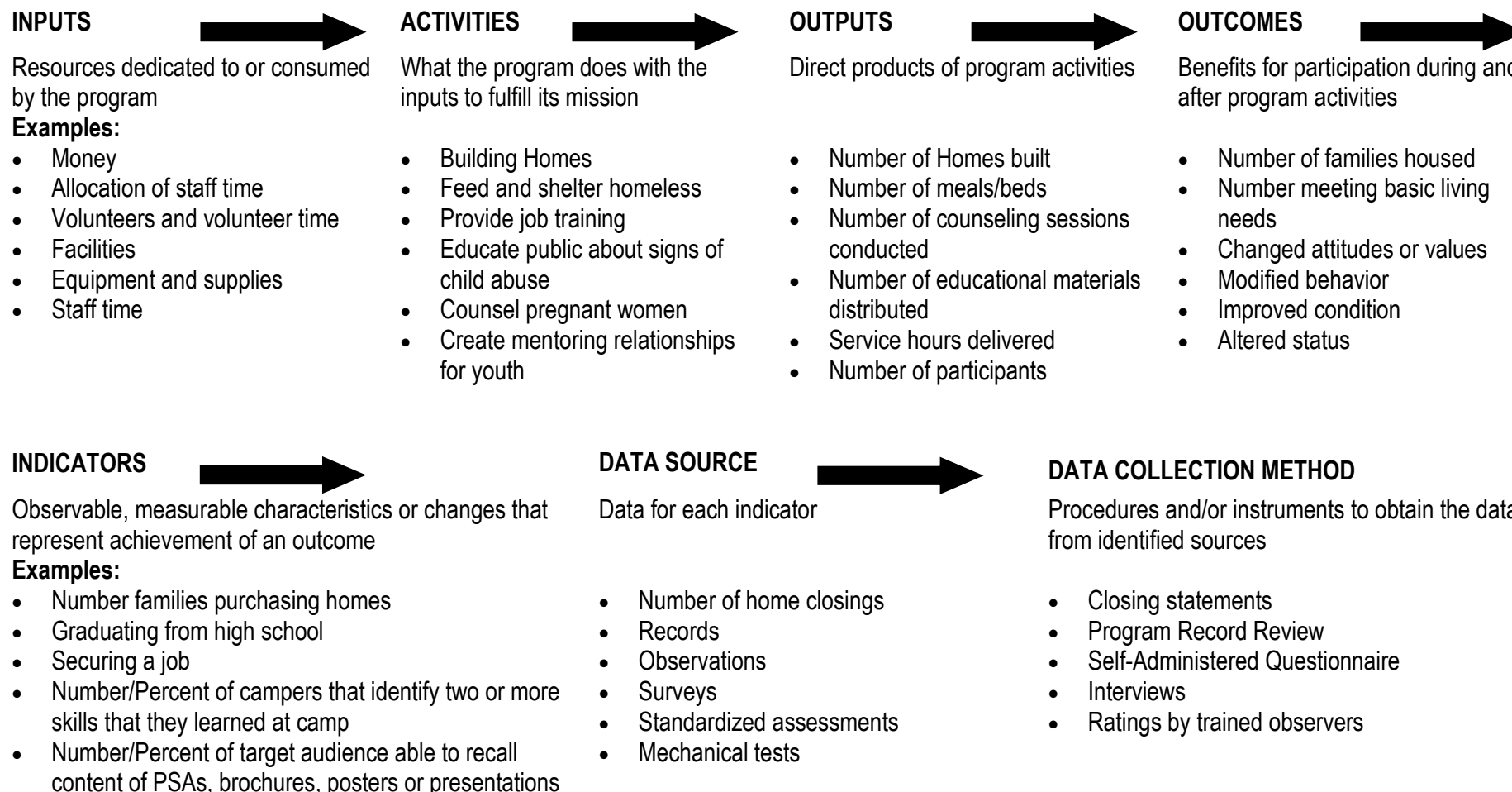
Program Eligibility Guidelines:

Public Housing – up to 80%; Section 8 – up to 50%; Community Development Block Grant (CDBG) – up to 80%; HOME Investment Partnerships (HOME) – up to 80%; Emergency Solutions Grant (ESG) – up to 30%

(Exhibit 2)



Summary of Program Outcome Model



Constraints on the program include – laws, regulations, and grantor's requirements

Source: United Way of the Mid Plains

Challenges and Protests

Challenges

A challenge is defined as a written objection by any party interested in responding to either a bid or proposal (collectively referred to as solicitations), when that party wishes to have the City consider an addition, substitution or modification to the specifications stated in the outstanding solicitation.

The written challenge of the solicitation specifications must be filed with the Purchasing Manager located on the 12th Floor, Finance Department at City Hall, 455 N Main, Wichita, KS 67202, telephone number (316)268-4636, at least five (5) business days before the solicitation opening due date and time as listed on the solicitation documents. Any challenge to solicitation specifications received after the five (5) business days deadline will not be considered by the City. The Purchasing Manager will acknowledge receipt of the challenge. The written challenge is to include the name, address, email address and telephone number of the interested party, identification of the solicitation number and project title, a detailed statement of the reasons for the challenge, supporting evidence or documentation to substantiate any arguments, and the form of relief requested, e.g. the proposed addition, substitution or modification to the specifications. The Purchasing Manager will investigate the written challenge and any evidence or documentation submitted with the challenge.

In the event of a timely challenge of the solicitation specifications to the Purchasing Manager, the affected pending solicitation shall not proceed further until the challenge is resolved by Purchasing Manager decision. The Purchasing Manager will issue a written decision, which will be posted on the City's Vendor Services website, <https://selfservice.wichita.gov> for viewing by all interested parties. The decision rendered by the Purchasing Manager will be final.

Protests

A protest is defined as a written objection to a proposed award, or the award of a contract, with the intention of receiving a remedial result. In order to be considered valid, a protest must 1) come from an actual bidder or proposer for the contract, 2) who claims to be the rightful award recipient, 3) whose economic interest may be affected substantially and directly by the award of a contract or by the failure to award a contract. Suppliers or subcontractors to a bidder or proposer cannot file a valid protest. A valid protest can only be filed by a bidder or proposer which can show that it would be awarded the contract if the protest were successful. Therefore, all conditions numbered 1 through 3 listed above in this paragraph must be met.

The written protest for bids must be filed with the Contract Compliance Officer located on the 12th Floor, Finance Department, City Hall, 455 N Main, Wichita, KS prior to 9:00 a.m. of the Tuesday immediately following the posting of the notice of intent to award on the City's Purchasing Bid Results site <https://www.wichita.gov/Finance/Purchasing/Pages/BidResults.aspx>. Failure of a protestor to file a written protest related to the award of a contract prior to the 9:00 a.m., Tuesday deadline will invalidate that protest and cause it not to be considered.

The written protest for proposals must be filed with the Contract Compliance Officer located on the 12th Floor, Finance Department, City Hall, 455 N Main, Wichita, KS prior to 5:00 p.m. on the third business day following the day of issuing an email or written notification of award. Failure of a protestor to file a written protest related to the award of a contract prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered.

The Contract Compliance Officer will acknowledge receipt of the written protest. The written protest is to include the name, address, email address and telephone number of the protestor, identification of the

solicitation number or contract number and project title, a detailed statement of the reasons for the protest which justify the relief sought, supporting evidence or documentation to substantiate any arguments, and a concise statement of the form of relief requested (e.g. reconsideration of the offer). All the above required information must be included in the protest at its submission. Untimely protests will be returned unopened. Incomplete protests will be rejected without consideration.

In the event of a valid, timely protest, the City shall not proceed with the execution of the contract until all City administrative remedies have been exhausted or waived, or until a determination is made that a contract award is required to protect the interests of the City.

The decision of the Contract Compliance Officer, based on review of the written protest and information available from City sources, will be rendered within ten (10) business days after receipt of protest, will recite the reasons for the decision, and be provided to the protestor by email or written notification.

The protestor may seek reconsideration of the decision of the Contractor Compliance Officer in writing to the Internal Auditor located on the 13th Floor, City Manager Office, City Hall, 455 N Main, Wichita, KS prior to 5:00 p.m. on the third business days following the day of issuing an email or written notification of decision. Failure of a protestor to file a written reconsideration request related to the Contract Compliance decision prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered. The Internal Auditor's decision will be issued by email or written notification within ten (10) business days after receiving the written reconsideration, unless this time for a response is extended in writing and agreeable by both parties.

The Internal Auditor's decision will be final, unless the protestor seeks a hearing before the City Council, by written request filed with the City Clerk, located on the 13th Floor, City Hall, 455 N Main, Wichita, KS, prior to 5:00 p.m. on the third business day following the day of issuing an email or written notification of the Internal Auditor's decision. Failure of a protestor to file a written reconsideration request related to the Internal Auditor's decision prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered.

If there is timely written reconsideration request, the protestor may seek reconsideration of the decision of the Internal Auditor by means of a hearing before the City Council. This hearing shall be in aid of the City Council's legislative authority to approve contracts for goods, services and public improvements on behalf of the City, and does not imply any due process right of the protestor in an unawarded, unexecuted contract. The hearing shall be scheduled as soon as practicable according to the City Council's calendar. The hearing shall be granted only upon such facts and issues as are presented in writing to the City Clerk for submission to City Council at or before noon on the Thursday preceding the scheduled hearing. No documents or other evidence shall be accepted at the hearing. The protesting party shall have available no more than 20 minutes for presentation of argument, followed by no more than 20 minutes of argument presented by City staff. The City Council may deliberate in executive session to seek the assistance of the City Attorney, but shall deliver its decision from the bench during the City Council meeting.

If a written protest is made against any proposed award or the award of a contract that relies in part on federal funding, then the Contract Compliance Officer shall notify the Granting Authority in writing with all information regarding the protest. **A protestor must exhaust all administrative remedies with the City of Wichita before pursuing a protest with the Granting Authority.** Protestors are put on notice that according to federal regulations, certain determinations made at the local level are not subject to appeal to the Granting Authority. If a review is granted by the Granting Authority, it will be limited to:

- (1) the City of Wichita's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- (2) violations of Federal law or regulations.

The Contract Compliance Officer will provide notice to the Granting Authority Regional Office or Headquarters Office of any request for reconsideration before the Internal Auditor, and also provide notice of the decision rendered by the Internal Auditor, or any alternative resolution reached.

LIABILITY INSURANCE SPECIFICATIONS

The **Successful Bidder** will be required to furnish a Certificate of Insurance (prior to the Purchase Order, Agreement, or Contract being issued) with the following minimum coverage:

1. Commercial General Liability
Covering premises---operations, xcu hazards, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
Property Damage Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Occurrence \$500,000 Each Aggregate
2. Comprehensive Automobile Liability
All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Accident
Property Damage Liability	\$500,000 Each Accident
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Accident
3. Workers' Compensation to meet Statutory requirements.
4. Employers Liability

\$100,000 Each Accident
\$500,000 Aggregate
\$100,000 Occupational Disease

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

The Certificate of Insurance must be submitted **within ten (10) days** after notification of award to the City of Wichita Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas, 67202-1694.

END OF SPECIFICATIONS

(R11-2017)

RFP CONDITIONS

1. Certification 1-The Consultant hereby certifies that:

- A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, any firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above Consultant) to solicit or secure this Agreement.
- B. The Consultant has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
- C. The Consultant has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

2. Certification 2- The Consultant hereby certifies that:

No Lobbying and Influencing Federal and/or City Employees or City Council Members:

- (a) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities" in accordance with its instruction.

3. Certification 3-The Consultant hereby certifies that:

Conflict of Interest

The Consultant certifies that no member, officer, employee, agent, or City Council member of the City of Wichita member exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

KANSAS OPEN RECORDS ACT

Pursuant to the Kansas Open Records Act (K.S.A. 45-215 et seq.), all proposals received become a public record once award of the contract or agreement has been approved by the City Council. Proposing firms should not expect the City to seek confidentiality protection for any claimed privileged or proprietary information in the written proposal just because the material is marked "confidential" or "proprietary." For any essential information that the proposing firm reasonably believes can be defended as being exempt from disclosure under the Act, the informal must be capable of being separated or redacted from the balance of the proposal and should be clearly and specifically marked as confidential or proprietary. For any material so designated, the City will seek to claim confidentiality if the justification for such confidentiality is readily apparent or if the proposing firm requests that the City to contact the proposing firm for guidance before making the material public. The City cannot guarantee the confidentiality of claimed material, however.

SUBCONTRACTING/JOINT VENTURES

Proposing firms are encouraged to consider subcontracting portions of the contract to emerging and disadvantaged businesses and women-owned businesses. A joint venture between two or more firms is wholly acceptable if it serves the best interests of the City of Wichita. If this is done, the names of the proposed subcontracting firms must be clearly identified in the proposal. Following an award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City of Wichita. The firm receiving the contract award will be responsible for any work of such subcontractors and sign the contract with the City of Wichita.

EMERGING AND DISADVANTAGED BUSINESS PARTICIPATION

The City of Wichita encourages all proposing firms to include emerging and disadvantaged business participation in their proposals. Therefore, each proposing firm shall specifically identify the participation of emerging and disadvantaged contractors and subcontractors in the work to be performed by the proposing firm and shall list such emerging and disadvantaged contractors or subcontractors by name and show the dollar amount of work to be performed by each in the proposal.

GENERAL SPECIFICATIONS

PROPOSAL FORMS

All proposals **MUST** be submitted and signed by an officer or employee authorized to sign proposal. Any exceptions, to the specifications, terms and/or other conditions concerning the proposal, **must** be noted in the "Proposal" to be considered. The "Proposal" is to be submitted in an envelope showing a return address, the proposal number and due date. Vendors are requested to submit current literature or brochures relating to their proposal.

CONFLICT OF INTEREST

The firm is required to disclose that it has no conflict of interest with regard to any officer or employee of the companies involved including the City of Wichita.

LICENSE

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

CONTRACT

The successful vendor agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

EMERGING & DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT

The City of Wichita encourages all vendors to include emerging & disadvantaged business participation in their proposals.

ARBITRATION PROVISIONS

"Notwithstanding anything to the contrary contained in these proposal documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these proposal documents or in the contract to be awarded herein shall be null and void."

ANTITRUST LITIGATION CLAUSE

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

CONSTRUCTION - PAVING PROJECTS

On construction or paving projects, contractors **MUST** contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate **prior** to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made **before** the certificate is issued.

RESTORATION

"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

FEDERAL EXCISE TAX

The articles specified in this proposal are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

ESTIMATED QUANTITIES

If estimated quantities are shown, on the "Request For Formal Proposal" form, they are used to evaluate the proposal only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

CITY OF WICHITA CREDIT CARD

Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

DELIVERY

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Purchasing Manager to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Purchasing Manager a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Purchasing Manager.

AWARD

The City, through its Purchasing Manager reserves the right to accept or reject any or all proposals and any part of parts of any proposal and to waive formalities therein to determine which is the most beneficial proposal. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the proposal. All proposals are awarded subject to a check of the computations shown on the "Request For Proposal" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

Vendors must guarantee proposal prices for a period of ninety (90) days after the proposal.